

## Exhibit 1

CCD13102126065M0101 02D

## AFFIDAVIT

STATE OF MISSOURI      )  
COUNTY OF BUCHANAN    )      SS

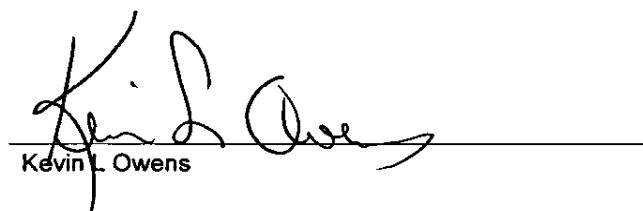
Kevin L Owens, being first duly sworn, on oath deposes and states that he is Services Manager for American Family Mutual Insurance Company and in such capacity has direct access to the policy records (including computer records) of said Company

That policy information regarding Policy 24-PW6352-01, issued to MCCREERY, TIMOTHY A & PAULA J, is contained and preserved on such records. Based upon such records affiant certifies that said policy was in force on MARCH 18, 2013.

The attached is a true reproduction of the content of the whole of said policy setting forth the coverages and limits of liability in effect on the above mentioned date.

Said policy is subject to the Declarations, Insuring Agreements, Terms, Conditions, Limitations, Exclusions, and applicable Endorsements.

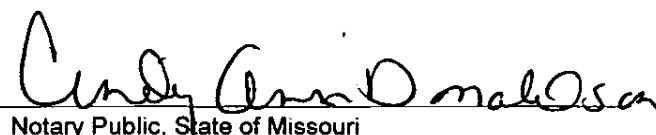
That this affiant is experienced in the analysis of such records of said Company and certifies the accuracy of the foregoing policy information.



Kevin L. Owens

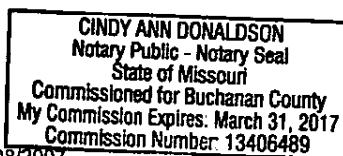
Subscribed and sworn to before me this

21<sup>st</sup> day of October 2013



CINDY ANN DONALDSON  
Notary Public, State of Missouri

My commission expires March 31, 2017



## DECLARATIONS

H	MISSOURI HOMEOWNERS POLICY - GOLD STAR SPECIAL DELUXE FORM (ED 06/94) MO
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NON-ASSESSABLE POLICY ISSUED BY AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
A MEMBER OF THE AMERICAN FAMILY INSURANCE GROUP MADISON, WI.  
PLEASE READ YOUR POLICY

POLICY NUMBER 24-PW6352-01

MORTGAGEE

TRIAD BANK  
ITS SUCCESSORS AND/OR ASSIGNS  
10375 CLAYTON RD  
SAINT LOUIS MO 63131-2907

## NAMED INSURED

MCCREERY, TIMOTHY A & PAULA J  
104 WEST SWON  
WEBSTER GROVES MO 63119-3619

## EFFECTIVE

FROM 10-30-2012 TO 03-19-2013  
ACCT 504-343-850-99

## COVERAGE AND LIMITS PROVIDED

001 FAMILY FRAME DWELLING IN TOWN CLASS 4

SECTION I	LIMITS
DWELLING	\$523,700
PERSONAL PROPERTY ON PREMISES	\$392,800
PERSONAL PROPERTY OFF PREMISES 100% SUBJECT TO POLICY LIMITATION	
LOSS OF USE - ACTUAL LOSS SUSTAINED WITHIN 12 MONTHS OF THE LOSS	
DEDUCTIBLE AMOUNT - ALL PERIL	\$1,000
SECTION II	
PERSONAL LIABILITY	\$300,000
MEDICAL EXPENSE	\$1,000

## ADDITIONAL PROTECTION/ENDORSEMENTS

GOLD STAR HOMEOWNERS AMENDATORY (END 587 ED 10/99)  
ENVIRONMENTAL/PERSONAL POLLUTION DAMAGE COV (END 523 ED 9/94)  
FUNGI OR BACTERIA EXCLUSION (END 595 ED 6/02)  
MISSOURI PROPERTY & CASUALTY INSURANCE GUARANTY ASSOCIATION  
(END 359 (MO) ED 2/92)  
OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS  
OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE  
MISSOURI AMENDATORY HOMEOWNERS (END 584C (MO) ED 11/09)  
OPTION 1 - EARTHQUAKE & VOLCANIC ERUPTION COV - 20% DEDUCTIBLE  
OPTION 1 - EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE AMENDATORY  
HOMEOWNERS ENDORSEMENT (END 508A ED 9/08) - 20% DEDUCTIBLE

THIS POLICY INCLUDES INCREASED BUILDING LIMIT COVERAGE  
UP TO 120% OF THE DWELLING LIMIT SHOWN ABOVE, SUBJECT TO  
POLICY PROVISIONS.

CUSTOMER LONGEVITY DISCOUNT/CLAIMS FREE DISCOUNT HAVE BEEN APPLIED  
HOME & AUTO DISCOUNT HAS BEEN APPLIED  
AGE OF CUSTOMER DISCOUNT HAS BEEN APPLIED

LATEST BUILDING COST INDEX IS 217

Declarations effective on the date shown above. These declarations form a part of this policy and replace all other declarations which may have been issued previously for this policy. If this declarations is accompanied by a new policy, the policy replaces any which may have been issued before with the same policy number.

AUTHORIZED  
REPRESENTATIVE



President



Secretary

AGENT 146-177  
KEITH FURLONG AGENCY, INC  
3802 S LINDBERGH BLVD STE 107  
SAINT LOUIS MO 63127-1384

PHONE (314) 849-2000

**NEBRASKA HOMEOWNERS POLICY**  
**GOLD STAR SPECIAL DELUXE FORM**

**THIS POLICY IS NON-ASSESSABLE**  
**AMERICAN FAMILY MUTUAL INSURANCE COMPANY**  
**6000 AMERICAN PARKWAY**  
**MADISON, WISCONSIN 53783-0001**  
**(608) 249-2111**  
**A MUTUAL INSURANCE COMPANY**

**READ YOUR POLICY CAREFULLY**

This policy is a legal contract between you (the policyholder) and the American Family Mutual Insurance Company. This cover sheet provides only a brief outline of some important features in your policy. The policy itself sets forth, in detail, the rights and obligations of you and our company. It is important that you read your policy carefully.

**YOUR HOMEOWNERS POLICY QUICK INDEX REFERENCE**

Named Insured	• See Declarations
Location of Your Property	
Policy Period	
Coverages	
Amounts of Insurance	
Loss Deductible	

<b>INSURING AGREEMENT</b>	<b>• Beginning on Page</b>	<b>1</b>	<b>EXCLUSIONS - Section I</b>	<b>• Beginning on Page</b>	<b>7</b>
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## INSURING AGREEMENT

We will provide the insurance described in this policy in return for your premium payment and compliance with all policy terms. We will provide this insurance to you in reliance on the statements you have given us in your application for insurance with us.

You warrant the statements in your application to be true and this policy is conditioned upon the truth of your statements. We may void this policy if the statements you have given us are false and we have relied on them.

You and all insureds must comply with the policy terms. Any failure to comply with policy terms by you or any other insured will affect the coverage afforded by this insurance for you and all insureds.

## DEFINITIONS

The following words in this policy have defined meanings. They will be printed in bold type.

1. **Bodily Injury** means bodily harm, sickness or disease. It includes resulting loss of services, required care and death. **Bodily injury** does not include:
  - a. any of the following which are communicable: disease, bacteria, parasite, virus or other organism which are transmitted by any insured to any other person;
  - b. the exposure to any such communicable disease, bacteria, parasite, virus or other organism; or
  - c. emotional or mental distress, mental anguish, mental injury, or any similar injury unless it arises out of actual bodily harm to the person.
2. **Business** means any profit motivated full or part-time employment, trade, profession or occupation and including the use of any part of any premises for such purposes. The providing of home day care services to other than insureds, for which an insured receives monetary or other compensation for such services is also a **business**.
3. **Credit/Debit Card** means any card, plate, coupon book or other credit device for the purpose of obtaining money, property, labor, services on credit or for deposit, withdrawal or transfer of funds.
4. **Domestic Employee** means a person employed by an insured to perform duties for the maintenance or use of the **insured premises**. This includes persons who perform domestic services elsewhere for an insured. This does not include persons while performing duties for an insured's **business**.
5. **Insured**
  - a. **Insured** means you and, if residents of your household:
    - (1) your relatives; and
    - (2) any other person under the age of 21 in your care or in the care of your resident relatives.
  - b. Under Personal Liability and Medical Expense Coverages, **insured** also means:
    - (1) any person or organization legally responsible for a watercraft or animal owned by any person included in paragraph a. to which Section II Coverages apply. This does not include a person or organization using or having custody of the watercraft or animal in the course of any **business** or without your specific permission.
    - (2) any person while working as a **domestic employee** of any person included in paragraph a.
    - (3) with respect to vehicles covered by this policy, a **domestic employee** of any person included in paragraph a. while engaged in the employment of that person.
    - (4) with respect to vehicles covered by this policy, any other person using such vehicle on the **insured premises** with your permission.

- c. If you die, the person having proper temporary custody of covered property replaces you as the named insured. This applies only to insurance on covered property and legal liability arising out of that property. If you die, any person who is an insured continues to be an insured while residing on the **insured premises**.
- d. Each person described above is a separate insured under this policy. This does not increase our limit.
6. **Insured Premises**
  - a. **Described Location:**
    - (1) If you own the one or two family dwelling described in the Declarations, the **insured premises** means: that dwelling, related private structures and grounds at that location where you reside;
    - (2) If you own the townhouse or row house at the location described in the Declarations, the **insured premises** are: that townhouse or row house, related private structures and grounds used or occupied solely by your household for residential purposes at that location.
  - b. For Personal Liability and Medical Expense Coverages, **insured premises** also include:
    - (1) other premises listed in the Declarations;
    - (2) the part of any residential premises you acquire for your occupancy during the policy period if we are notified within 30 days following the date you acquired such premises;
    - (3) vacant land (other than farm land) owned by or rented to an insured. This includes land on which a one or two family dwelling is being built for the personal use of an insured;
    - (4) an insured's individual or family cemetery lots and burial vaults;
    - (5) the part of any residential premises not owned by an insured, while an insured is temporarily residing there; and
    - (6) any premises you use in connection with the described location.
  - c. **For Personal Liability Coverage:**  
The **insured premises** also includes any other premises which an insured may occasionally rent for other than **business** purposes.
7. **Limit** means the limit of liability that applies for the coverage.
8. **Medical Expenses** means usual and customary charges for necessary medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services.
9. **Occurrence** means an accident, including exposure to conditions, which results during the policy period, in:
  - a. **bodily injury**; or
  - b. **property damage**.

Continuous or repeated exposure to substantially the same general harmful conditions is considered to be one **occurrence**.

10. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, in any form, including, but not limited to lead, asbestos, formaldehyde, radon, any controlled chemical substance or any other substance listed as a hazardous substance by any governmental agency. It also includes smoke, vapor, soot, fumes, alkalis, chemicals, garbage, refuse and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. **Property Damage** means physical damage to or destruction of tangible property, including loss of use of this property. Loss of use of tangible property does not include any resulting loss of value of such damaged property.

## PROPERTY COVERAGES - SECTION I

### COVERAGE A - DWELLING

We cover:

1. the described dwelling on the insured premises including additions, built-in components and fixtures;
2. construction material located on or next to the insured premises for use in connection with your dwelling; and
3. attached and/or wall-to-wall carpeting in the described dwelling.

#### Dwelling Extension:

We cover:

1. other structures on the insured premises not attached to the dwelling, and those structures connected to the dwelling by only a utility line, fence or similar connection;
2. fences, driveways, sidewalks and permanently installed yard fixtures; and
3. construction material located on or next to the insured premises for use in connection with the other structures.

This is additional insurance for an amount up to 10% (in the aggregate) of Coverage A - Dwelling.

Coverage A - Dwelling and Dwelling Extension do not cover:

1. outdoor antennas including their lead-in wiring, accessories, masts and towers, except as covered by Supplementary Coverages;
2. detachable building items covered by Coverage B - Personal Property;
3. curtains, drapes and other window coverings, all whether or not installed, except as covered by Coverage B - Personal Property;
4. structures designed or used in whole or in part for business;
5. structures rented or held for rental to other than a tenant in your dwelling, unless used solely as a private garage;
6. any land or the value of any land, including land on which the dwelling or other structures are located, or the cost to restore, repair, rebuild or stabilize land. If a covered loss causes damage to the dwelling or other structures and to the land, we do not cover any increased cost to repair or rebuild the dwelling or other structures because of damage to the land; or
7. natural water.

### COVERAGE B - PERSONAL PROPERTY

1. We cover:

- a. personal property owned by or used by any insured anywhere in the world.
- b. if you ask us to, and when not insured by the owner, personal property owned by:
  - (1) others while it is on the part of the insured premises occupied exclusively by any insured; or
  - (2) a house guest or domestic employee while it is in any residence occupied by an insured.

This coverage also includes:

- a. window air conditioners;
- b. curtains, drapes and other window coverings, whether or not installed;
- c. outdoor equipment; and
- d. yard fixtures not permanently installed.

12. **Vacant** means being without contents or occupant, including when the Insured has established another residence and does not intend to reoccupy this dwelling.
13. **We, us and our** refer to the American Family Mutual Insurance Company.
14. **You and your** refer to the person or people shown as the named insured in the Declarations. These words also refer to your spouse who is a resident of your household.

#### 2. Limitations on Specific Property

- a. We will provide coverage up to 10% of the Coverage B - Personal Property limit but not less than \$2500 for any personal property:
  - (1) when taken outside the United States; or
  - (2) which is usually at any insured's residence, other than the dwelling described in the Declarations. This includes property of a student, who is an insured, at a residence occupied by the student while away at school. This limitation does not apply to personal property in a newly acquired principal residence located in the United States for the first 30 days after you begin to move there.
- b. The following special limits apply to certain categories of personal property. These limits do not increase the Coverage B limit shown in the Declarations. Each limit below is the total limit for each loss for all property in that category:
  - (1) \$200 on money, bank notes, negotiable instruments (as defined by statute), bullion, gold other than goldware, silver other than silverware, platinum, coins, medals and numismatic property;
  - (2) \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets, stamps and other philatelic property. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists. This limit includes the cost to research, replace or restore the information from the lost or damaged material.

Multiple withdrawals from a single account over any period of time are considered to be one loss and our liability for the total of such withdrawals will not exceed the maximum limit for this category of personal property at the time the loss was discovered;

  - (3) jewelry, watches, precious and semi-precious stones, gems and furs as provided under Option 2;
  - (4) \$1000 on any type of watercraft, including their trailers, equipment, accessories and outboard motors;
  - (5) \$1000 on camping trailers, camper bodies and trailers not used with watercraft;
  - (6) \$1200 on property used or intended for use in any business, while on the insured premises. This does not include electronic data processing equipment or the recording or storage software used with such equipment;
  - (7) \$250 on property used or intended for use in any business while away from the insured premises. This does not include electronic data processing equipment or the recording or storage software used with such equipment;
  - (8) \$5000 for loss by theft of silverware and goldware;
  - (9) \$5000 for loss by theft of firearms and accessories;

- (10) \$5000 on electronic data processing equipment and the recording or storage software used with such equipment. Coverage for this property is provided only:
  - (a) when located on the **insured premises**; or
  - (b) while off the **insured premises** when removed temporarily for up to 30 days. However, property of a student, who is an **insured**, is covered at a residence occupied by the student while away at school.
- The recording or storage software will be covered only up to:
  - (a) the retail value of the software, if pre-programmed; or
  - (b) the retail value of the software in blank or unexposed form, if blank or self-programmed;
- (11) \$5000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except attached wall-to-wall carpeting), tapestry, wall hanging or other similar article;
- (12) \$1200 on any one item for loss by sudden and accidental damage from artificially generated electrical currents. This does not include electronic data processing equipment or the recording or storage software used with that equipment; or
- (13) \$7500 for loss by theft of tools.

### 3. Personal Property Not Covered

Coverage B does not cover

- a. property separately described or specifically insured by this policy or any other insurance;
- b. animals, insects, birds and fish;
- c. land motor vehicles or motor propelled vehicles or machines, whether assembled or unassembled, including their equipment and accessories. We do cover those motorized land conveyances designed for assisting the handicapped or used solely for the service of the **insured premises** and not licensed for road use;
- d. aircraft and parts, whether assembled or unassembled. We do cover model aircraft not used or designed for transporting cargo or persons;
- e. business property owned by others while away from the **insured premises**;
- f. property rented or held for rental to others when not on the **insured premises**;
- g. property of a roomer, boarder, tenant or other resident who is not an **insured**;
- h. outdoor antennas, their lead-in wiring, accessories, masts and towers, except as covered by Supplementary Coverages;

- i. trees, plants, shrubs and lawns, except as covered by Supplementary Coverages;
- j. any device, accessory or antenna designed for reproducing, detecting, receiving, transmitting, recording or playing back data, radar, sound or picture (or any film, tape, wire, record, disc or other medium designed for use with such device) which may be operated from the electrical system of a land motor vehicle, farm equipment or watercraft and while in or on the land motor vehicle, farm equipment or watercraft;
- k. credit/debit cards except as covered by Supplementary Coverages;
- l. land; or
- m. natural water

### COVERAGE C - LOSS OF USE

The limit for Coverage C is the actual loss incurred by you within 12 months following the date of loss for all the following coverages.

1. If a loss covered under this section makes that part of the **insured premises** where you reside uninhabitable, we will pay:
  - Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damaged property or, if you permanently relocate, the shortest time required for your household to settle elsewhere.
2. If a loss covered under this section makes that part of the **insured premises** rented to others or held for rental by you uninhabitable, we will pay:
  - Fair Rental Value, meaning the fair rental value of that part of the **insured premises** rented to others or held for rental by you less any expenses that do not continue while the premises is uninhabitable. Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.
3. If a civil authority prohibits you from use of the **insured premises** as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense or Fair Rental Value loss as provided above for a period not exceeding two weeks during which use is prohibited.

The periods of time under 1, 2 and 3 above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement or arising out of your mortgage agreement.

### SUPPLEMENTARY COVERAGES - SECTION I

We provide the following Supplementary Coverages. These coverages are subject to all terms of this policy, except where modified by the Supplementary Coverage.

#### 1. Collapse. We cover risk of direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in Coverage B. These perils apply to covered building(s) and personal property for loss insured by this Supplementary Coverage;
- b. hidden decay;
- c. hidden insect or vermin damage;
- d. weight of people, animals, equipment or contents;
- e. weight of rain or snow which collects on a roof; or

f. use of defective material or methods in construction, reconstruction, renovation or remodeling if the collapse occurs during the course of the construction, reconstruction, renovation or remodeling.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, dock, outdoor equipment or a structure that is not a building is not included under items b, c, d, e and f unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit applying to the damaged covered property.

2. **Credit/Debit Card, Forgery and Counterfeit Money.**

- We will pay for loss sustained by an insured, but not to exceed \$1000 per loss, when such insured:
  - becomes legally obligated to pay for the theft or unauthorized use of credit/debit cards issued to or registered in any insured's name;
  - suffers a loss through forgery or alteration of checks, drafts, certificates of deposit and notes including negotiable orders of withdrawal; or
  - accepts in good faith counterfeit United States or Canadian paper currency.
- We will not pay for loss if:
  - the insured has not complied with the provisions under which the credit/debit card was issued;
  - the loss is caused by the dishonesty of any insured;
  - the loss results from business activities of any insured; or
  - the loss occurs while a person, not an insured, has possession of the credit/debit card with an insured's permission.

All loss, whether the result of a single act or a series of acts, committed by any one person or any one person in conjunction with other persons, shall be considered one loss.

This coverage is additional insurance.

No deductible applies to this coverage.

3. **Debris Removal.** We will pay reasonable expenses you incur to remove debris of covered property following a covered loss from a peril we insure against.

If the damage to that property and the cost of debris removal is more than our limit for the property, we will pay up to an additional 5% of that limit for debris removal.

We will also pay up to \$500 in the aggregate for any one loss for reasonable expenses incurred by you in removing any fallen trees from the insured premises if:

- the tree damages a covered building;
- the falling of the tree is caused by any peril we insure against under Coverage B; and
- this coverage is not provided elsewhere in this policy.

We do not cover debris removal of any trees:

- grown for business purposes; or
- located more than 250 feet from the dwelling on the insured premises.

We will not pay the costs, expenses, fines or penalties to:

- extract pollutants from land or water;
- remove, restore, replace or dispose of polluted land, ground water or underground resources;
- extract, remove or dispose of pollutants from natural resources, buildings or other structures away from any insured premises;
- remove or dispose of covered property that has polluted land, water, ground or underground resources;
- remove or dispose of ash, dust, particulate matter or lava flow from outside of a dwelling; or
- test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or dispose of pollutants;

whether or not such actions are done voluntarily or at the direction or request of any governmental body, agency or other jurisdiction.

Coverage for items a, b, d, e and f will apply only as provided in Supplementary Coverages - Section I, under Pollutant Cleanup and Removal.

4. **Emergency Removal of Property.** We will pay for loss to covered property while being removed or while removed from the insured premises because of danger from a Peril Insured Against. Such property is covered against accidental direct loss from any cause for a period up to 30 days. This coverage does not increase the limit applying to the property being removed.

5. **Fire Department Service Charge.** We will pay up to an aggregate limit of \$500 for any one loss for Fire Department Service Charges billed by a government entity or fire department for the response to save or protect covered property on the insured premises from a Peril Insured Against.

This coverage is additional insurance.

No deductible applies to this coverage.

6. **Grave Markers.** We will pay up to \$5000 for direct loss by Perils Insured Against in Coverage B to cover grave markers.

This coverage is additional insurance.

7. **Increased Building Replacement Coverage.** We will settle covered losses to the dwelling under Coverage A - Dwelling and to detached garage(s) under Dwelling Extension at replacement cost without regard to the limit, subject to the following provisions:

- You have insured your dwelling and detached garage(s) to 100% of their replacement cost as determined by our Residential Building Cost Guide.
- You have notified us within 90 days of the start of any new detached garage valued at \$5000 or more or any additions to or remodeling of a dwelling or detached garage which increase their replacement cost value by \$5000 or more.
- You have paid any additional premium due for the increase in value. If you fail to notify us within 90 days, our payment will not exceed the limit applying to the building, as outlined in Conditions - Section I, under Loss Value Determination.

The Increased Building Replacement Coverage only applies to dwellings and detached garage(s) that are repaired or replaced after a covered loss. This coverage does not apply to dwellings or detached garage(s) under construction until completed and occupied.

8. **Inflation Protection Coverage.** We will increase the insurance for Section I Coverage A - Dwelling and Coverage B - Personal Property at the same rate as the increase in the Residential Building Cost Index. This index is identified on your latest Declarations page.

To determine the amount of insurance on a given date, divide the latest available index by the index level shown on your latest Declarations.

Multiply the resulting factor by the limits for Coverages A and B. At each renewal, we will correct the amount of Coverages A and B to the nearest \$100\* in accordance with the changes in the Residential Building Cost Index. (For rounding, \$50.00 or more is raised to one hundred dollars, \$49.99 or less is treated as \$0.00.) We will adjust the renewal premium accordingly.

We will not reduce the limits to less than those previously specified without your consent.

\*When the rounded amount for Coverage B does not equal the minimum required, the Coverage B amount will then be rounded up to the next \$100.

9. **Lock Replacement Coverage.** We will pay the necessary cost you incur to replace or re-key exterior dwelling door locks on the insured premises when the dwelling door keys or automatic garage door transmitter(s) are stolen in a covered theft loss.

This coverage is additional insurance.

No deductible applies to this coverage.

**10. Loss Assessments.** We will cover an amount up to \$1000 for your share of special loss assessments charged during the policy period and levied against you by a corporation or association of property owners in accordance with the governing rules of the association. This \$1000 limit is the most we will pay for any one loss, regardless of the number of assessments. This coverage only applies when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under Section I of this policy.

This coverage applies only to loss assessments charged against you as owner or tenant of the insured premises.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

In the event of an assessment, this coverage is subject to all other terms of this policy. This coverage is excess insurance over any insurance collectible under any policy or policies covering the association of property owners.

**11. Outdoor Antennas.** We will pay up to \$1000 for direct loss by Perils Insured Against in Coverage B to outdoor antennas or dish antennas including their lead-in wiring, accessories, masts and towers.

This coverage is additional insurance.

**12. Personal Property Replacement Coverage.** We will pay for qualifying personal property as provided under Option 14, Personal Property Replacement Coverage.

**13. Pollutant Cleanup and Removal.** We will pay up to \$10,000 to cover your expense to extract pollutants, or covered property which becomes a pollutant, from land, water, insured buildings or other structures, or your personal property. Such loss must occur on the insured premises and must be caused by or result from a covered cause of loss under Section I of this policy, during the policy period.

This coverage is additional insurance.

**14. Protective Repairs.** We will pay the reasonable cost you incur for necessary repairs made to protect covered property from further damage following a covered loss from a peril we insure against.

This coverage does not increase the limit applying to the property being repaired.

**15. Refrigerated Food Products.** We will pay for loss to food products in freezer or refrigerator units on the insured premises, but not to exceed \$500 per loss to each freezer or refrigerator, when caused by power interruption or mechanical failure.

Power interruption or mechanical failure does not include:

- removal of the plug from an electrical outlet; or
- turning off an electrical switch unless caused by a Peril Insured Against.

This coverage does not increase the limit applying to the damaged property.

No deductible applies to this coverage.

The Power Failure exclusion does not apply to this coverage.

**16. Trees, Plants, Shrubs and Lawns.** We cover trees, plants, shrubs and lawns on the insured premises. We pay only for loss caused by the following perils: Fire, Lightning, Explosion, Riot, Civil Commotion, Aircraft, Vehicles not owned or operated by an occupant of the insured premises, Vandalism or Malicious Mischief, Theft or Collapse of a building or any part of a building. The limit for this coverage will not exceed 5% of the limit that applies to the dwelling for all trees, plants, shrubs and lawns nor more than \$500 for any one tree, plant or shrub including the cost of removing the debris of the covered item.

We do not cover trees, plants, shrubs or lawns:

- grown for business purposes; or
- located more than 250 feet from the dwelling on the insured premises.

This coverage is additional insurance.

### PERILS INSURED AGAINST - SECTION I

#### COVERAGE A - DWELLING AND DWELLING EXTENSION

We cover risks of accidental direct physical loss to property described in Coverage A - Dwelling and Dwelling Extension, unless the loss is excluded in this policy.

#### LOSSES NOT COVERED

We do not cover loss to the property described in Coverage A - Dwelling and Dwelling Extension resulting directly or indirectly from or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Losses excluded under EXCLUSIONS - SECTION I.
2. Collapse, other than as provided in Supplementary Coverages - Section I, under Collapse.
3. Continuous or Repeated Seepage or leakage of water or steam from within a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. Freezing of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is vacant, unoccupied or under construction, unless you have taken precaution to:
  - maintain heat in the building; or
  - shut off the water supply and drain the system and appliances of water.

5. Freezing, Thawing, Pressure or Weight of Water or Ice, whether or not driven by wind, to:
  - a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
  - an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. Other Causes of Loss:
  - wear and tear, marring, scratching, deterioration;
  - inherent vice, latent or inherent defect, mechanical breakdown;
  - smog, rust, corrosion, frost, condensation, mold, wet or dry rot;
  - smoke from agricultural smudging or industrial operations;
  - settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
  - birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, we cover loss caused by the water or steam. We also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.
7. Theft in or from a dwelling while under construction, or of materials and supplies for use in the construction, until completed and occupied.

8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension from items 2 through 8 above, not excluded or excepted in this policy.

#### COVERAGE B - PERSONAL PROPERTY

We cover risks of accidental direct physical loss to property described in Coverage B - Personal Property when caused by a peril listed below, unless the loss is excluded in this policy.

1. **Fire or Lightning.**
2. **Windstorm or Hail.** We do not cover loss to:
  - a. the property inside a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening; or
  - b. any type of watercraft, including their trailers, equipment and accessories, and outboard motors, unless inside a fully enclosed building or structure.
3. **Explosion.**
4. **Riot or Civil Commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles.**
7. **Smoke**, if the loss is sudden and accidental. We do not cover loss caused by smoke from agricultural smudging or industrial operations.
8. **Vandalism or Malicious Mischief**, meaning only willful or malicious damage to or destruction of property. We do not cover loss to property on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.
9. **Theft**, including damage from attempted theft, and loss of property from a known place only when it is likely that a theft occurred.
  - a. We do not cover:
    - (1) theft committed by any **insured** or by any other person regularly residing on the **insured premises**;
    - (2) theft from the **insured premises** while the dwelling is under construction, until the dwelling is completed and occupied;
    - (3) loss of a precious or semi-precious stone from its setting;
    - (4) theft from that part of the **insured premises** while rented by you to other than an **insured**;
    - (5) theft from premises which are **vacant** for more than 30 consecutive days immediately before the loss;
    - (6) loss of personal property obtained voluntarily from any **insured** by swindling, fraud, trick or false pretense; or
    - (7) loss resulting from the theft of any credit/debit card or similar device except as provided under Supplementary Coverages.
  - b. We do not cover theft occurring away from the **insured premises** of:
    - (1) any type of watercraft, including their trailers, equipment and accessories, and outboard motors;
    - (2) trailers, campers and camper bodies; or
    - (3) other property while on the part of any other residential type premises owned, rented, used or occupied by any **insured**, except while an **insured** is living there temporarily.

Property of a student, who is an **insured**, is covered while at a residence occupied by the student while away at school.

10. **Breakage of Glass**, meaning damage to personal property caused by breakage of glass which is a part of any building on the **insured premises**, but excluding loss or damage to the glass.

We do not cover loss on the **insured premises** if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss.

11. **Falling Objects.** We do not cover loss to:
  - a. the property inside a building, unless the falling object first damages the outside of the building;
  - b. outdoor equipment and yard fixtures not permanently installed; or
  - c. the object which falls.
12. **Weight of Ice, Snow or Sleet.** We do not cover loss to property outside of a building.
13. **Sudden and Accidental Tearing Apart, Burning, Bursting or Bulging** of a heating, air-conditioning or automatic fire protection sprinkler system or a water heater. We do not cover loss:
  - a. caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years; or
  - b. caused by or resulting from freezing.
14. **Accidental Discharge or Overflow of Water or Steam** from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance. (Gutters and downspouts are not part of a plumbing system.) We do not cover loss:
  - a. caused by continuous or repeated seepage or leakage which occurs over a period of weeks, months or years;
  - b. caused by or resulting from freezing;
  - c. on the **insured premises** caused by accidental discharge or overflow which occurs away from the **insured premises**;
  - d. to the system or appliance from which the water or steam escaped; or
  - e. caused by or resulting from water which backs up through sewers or drains or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area.
15. **Freezing of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance.** We do not cover loss on the **insured premises** while the residence is **vacant**, unoccupied or under construction. This exclusion does not apply if you have taken precaution to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and drain the system and appliances of water.
16. **Sudden and Accidental Damage from Artificially Generated Electrical Currents.**
17. **Volcanic Eruption** other than loss caused by earthquake, land shock waves or tremors. We will also pay for the cost to remove the ash, dust or particulate matter which has caused direct loss to property inside a dwelling. All eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

## EXCLUSIONS - SECTION I

## PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. **Earth Movement**, meaning any loss caused by, resulting from, contributed to or aggravated by earthquake; landslide; subsidence; sinkhole; erosion; mudflow; earth sinking, rising, shifting, expanding or contracting; volcanic eruption, meaning the eruption, explosion or effusion of a volcano.  
This exclusion applies whether or not the earth movement is combined with water or rain.  
We do cover only direct resulting loss when caused by:
  - a. fire;
  - b. explosion other than the explosion of a volcano; or
  - c. if an insured peril, breakage of glass or safety glazing material which is a part of a building.
2. **Intentional Loss**, meaning any loss or damage arising out of any act committed:
  - a. by or at the direction of any insured; and
  - b. with the intent to cause a loss.
3. **Neglect of any Insured** to use all reasonable means to protect covered property at and after the time of loss.
4. **Nuclear Hazard**, meaning nuclear reaction, radiation, radioactive contamination or any consequence of any of these. Loss caused by nuclear hazard is not considered loss by perils of Fire, Explosion or Smoke. Direct loss by fire resulting from nuclear hazard is covered.
5. **Ordinance, Law or Regulation**, meaning enforcement of any ordinance, law or regulation which regulates the construction, repair or demolition of a building or other structure, unless specifically provided under this policy. This includes, but is not limited to the removal and disposal of damaged or undamaged property which results from such enforcement.  
We do cover loss caused by actions of civil authorities to prevent the spread of a fire caused by an insured peril.
6. **Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of pollutants from any source.
7. **Power Failure**, meaning the failure of power or other utility service if the failure takes place away from the insured premises. If a Peril Insured Against ensues on the insured premises, we will pay only for loss caused by that peril.
8. **War** (declared or undeclared), civil war, insurrection, rebellion, revolution or discharge of a nuclear weapon or device, even if accidental.

## CONDITIONS - SECTION I

The following conditions apply to all of Section I of this policy.

1. **Abandoned Property**. You may not abandon property to us unless we specifically agree to it.
2. **Arbitration**. In making a claim under the property coverages, if you or we cannot agree as to the amount of liability, the controversy may be settled by arbitration. Arbitration must be agreed to by both parties prior to entering into arbitration. This agreement must be made within 60 days after receipt of the property completed proof of loss by us. The procedure is as follows:

9. **Water Damage**, meaning:

- a. flood, surface water, waves, tidal water or overflow of a body of water, from any cause. We do not cover spray from any of these, whether or not driven by wind;
- b. water from any source which backs up through sewers or drains, or water which enters into and overflows or accidentally discharges from within a sump pump, sump pump well, sump pump well discharge system or other type system designed to remove subsurface water which is drained from the foundation area; or
- c. regardless of its source, water below the surface of the ground. This includes water which exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by Fire or Explosion.

## PART B

The following exclusion applies to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I.

1. **Fraud**. We will not provide coverage for all or any part of a loss if, before or after the loss, any insured has committed fraud. Fraud means any concealment, misrepresentation or attempt to defraud by any insured either in causing any loss or in presenting any claim under this policy.

## PART C

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension. We do not insure for loss caused by any of the following:

1. **Acts or Decisions**, including the failure to act or decide, of any person, group, organization or governmental body.
2. **Planning, Construction or Maintenance**, meaning faulty, inadequate or defective:
  - a. construction, reconstruction, repair, remodeling or renovation;
  - b. materials used in construction, reconstruction, repair, remodeling or renovation;
  - c. design, workmanship or specifications;
  - d. siting, surveying, zoning, planning, development, grading or compaction; or
  - e. maintenance;
 of part or all of the insured premises or any other property.
3. **Weather Conditions** which contribute in any way with a cause or event excluded in Part A above to produce the loss.

However, we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension not excluded or excepted in this policy.

## EXCLUSIONS - SECTION I

- a. The arbitration will be conducted in accordance with the rules of the American Arbitration Association, unless other means of conducting the arbitration, and its expenses, are agreed to between the parties. It is the obligation of the requesting party to contact the American Arbitration Association, or other forum agreed on to initiate the arbitration proceedings.
- b. Judgment upon the award rendered by the arbiters may be entered in any court having jurisdiction.
- c. The expenses of the American Arbitration Association will be paid by the party requesting it.
- d. All parties agree to be bound by any award made by the arbiters.

3. **Contract of Sale Clause.** If a contract for sale of the property described in this policy has been made between the Insured and the titleholder shown in the Declarations, the interest of the titleholder is also covered, but without any increase in the limit, and subject to all other terms of this policy, including any mortgage clause forming a part of this policy. If there is other insurance on the property described, we will not be liable for a greater part of any loss than the amount covered bears to the whole amount of insurance on the property, whether collectible or not.

4. **Dwellings Under Construction.** This policy may cover a dwelling under construction. If so, until the dwelling is completed and occupied, the limit will be determined by the actual value of the dwelling at the time of loss, but not greater than the limit shown in the Declarations.

5. **Glass or Safety Glazing Replacement.** Damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing when required by law.

6. **Insurable Interest and Our Liability.** In the event of a covered loss, we will not pay for more than the insurable interest an insured has in the covered property, nor more than the amount of coverage afforded by this policy in any one loss.

7. **Loss Deductible.** We will pay only that part of a covered loss over any deductible which applies.

8. **Loss Payable Clause.** Loss will be adjusted only with the insured named and payable to the Insured and the lienholder shown in the Declarations as their respective interests may appear, subject to all the terms of this policy.

9. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other party is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your properly completed proof of loss and:

- we reach agreement with you;
- there is an entry of a final judgment; or
- there is a filing of an arbitration award with us.

10. **Loss to a Pair or Set.** We may repair or replace any part of the pair or set to restore it to its value before the loss, or we may pay the difference between the actual cash value of the property before and after the loss.

11. **Loss Value Determination.**

- Personal Property, Structures, Awnings, Carpeting, Household Appliances and Outdoor Antennas.**
  - Loss to covered property not covered by Option 14 - Personal Property Replacement Coverage will be settled subject to the following:  
We will pay the smaller of:
    - the actual cash value at the time of loss but not more than the cost to repair or replace the damaged property with property of like kind and quality; or
    - any policy limit which applies.
  - Loss to covered property covered by Option 14 - Personal Property Replacement Coverage will be settled as provided under Option 14 - Personal Property Replacement Coverage.
- Buildings Which Have a Permanent Foundation and Roof.**  
Buildings which have a permanent foundation and roof will be settled at replacement cost without deduction for depreciation, subject to the following:
  - Increased Building Replacement Coverage.**  
If at the time of loss, the Increased Building Replacement Coverage as provided under the Supplementary Coverages - Section I applies, we will pay the

full cost to repair or replace the damaged building without deducting for depreciation and without regard to the limit, but not exceeding the smaller of:

- the cost to replace the damaged building with like construction for similar use on the same premises; or
- the amount actually and necessarily spent for repair or replacement of the damaged building.

(2) **Actual Cash Value.**  
If at the time of loss, the Increased Building Replacement Coverage as provided under the Supplementary Coverages - Section I does not apply and the building is not repaired or replaced, we will pay the actual cash value at the time of loss of that part of the building damaged up to the limit applying to the building, but not exceeding the replacement cost of the damaged building.

(3) **Replacement Cost.**

- If at the time of loss, the Increased Building Replacement Coverage as provided under the Supplementary Coverages - Section I does not apply and the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately prior to the loss, and the building is repaired or replaced, we will pay the full cost to repair or replace the damaged building without deducting for depreciation, but not exceeding the smallest of:
  - the limit in this policy for the building, including any additional amount of insurance as provided by the Inflation Protection Coverage;
  - the cost to replace the damaged building with like construction for similar use on the same premises; or
  - the amount actually and necessarily spent for repair or replacement of the damaged building.
- If at the time of loss, the Increased Building Replacement Coverage as provided under the Supplementary Coverages - Section I does not apply and the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately prior to the loss, and the building is repaired or replaced, we will pay the larger of the following amounts, but not exceeding the limit under this policy applying to the building:
  - the actual cash value of that part of the building damaged; or
  - the amount of insurance on the building divided by 80% of its full replacement cost times the amount of the loss.
- To determine the full replacement cost of the covered building immediately prior to the loss:
  - where there is a basement, do not include the value of excavations, foundations, piers and other supports which are below any basement floor nor underground pipes, wiring and drains; or
  - where there is no basement, do not include the value of underground pipes, wiring and drains.

(c) **Procedures to Claim Replacement Coverage.**  
If you receive an actual cash value settlement for damaged or stolen property covered by replacement coverage and you have not reached your limit, you may make a further claim under this condition for any additional payment on a replacement cost basis provided:

- you notify us within 180 days after the loss of your decision to repair or replace the damaged or stolen property; and
- repair or replacement is completed within one year of the date of loss.

**12. Mortgage Clause.**

The word "mortgagee" includes trustee or contract of sale titleholder.

If a mortgagee is named in this policy, any loss payable on buildings will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages. If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- pays any premium due under this policy on demand if you have neglected to pay the premium; and
- submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

As to only the interest of a lienholder or mortgagee declared in this policy, this insurance will terminate only if we give such lienholder or mortgagee at least 10 days written notice of termination. If we pay the mortgagee for any loss and deny payment to you:

- we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

**13. No Benefit to Bailies.** This insurance will not, in any way, benefit any person or organization who may be caring for or handling property for a fee.**14. Other Insurance.** If both this and other insurance apply to a loss, we will pay our share. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable insurance.**15. Our Settlement Options.**

In the event of a covered loss, we have the option to:

- make a cash settlement for all or part of the damaged, destroyed or stolen property; or
- pay the cost to repair, rebuild or replace all or the necessary part(s) of the damaged, destroyed or stolen property with like property, as of the time of loss, less an allowance for depreciation when replacement cost coverage doesn't apply.

We may take the salvage of all or any part of the covered property at its agreed or appraised value. Property paid for or replaced by us becomes ours, if we choose.

If we give you notice within 30 days after we receive an acceptable proof of loss, we may repair or replace any part of the damaged property with like property.

**16. Permission Granted to You.** You may make alterations, additions and repairs to your building and complete structures under construction. The insured premises may be vacant or unoccupied without limit of time, except where this policy specifies otherwise. A dwelling under construction is not considered vacant.**17. Recovered Property.** If you or we recover any property for which we have made payment under this policy, you or we will

notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the claim payment, or any lesser amount to which we agree, must be refunded to us.

**18. Special Nebraska Provision.** When this policy is written to insure any real property in Nebraska against loss by fire, tornado, windstorm, lightning or explosion and the property insured is wholly destroyed, without criminal fault on the part of the insured or assignee, the amount of the insurance written on such real property will be taken conclusively to be the true value of the property insured and the true amount of loss and measure of damages.**19. Suit Against Us.** We may not be sued unless there is full compliance with all the terms of this policy. Suit must be brought within one year after the loss or damage occurs.**20. What You Must Do In Case of Loss.** In the event of a loss to property that this insurance may cover, you and any person claiming coverage under this policy must:

- give notice as soon as reasonably possible to us or our agent. Report any theft to the police immediately. If the loss involves a credit/debit card, written notice must also be given to the company that issued the card;
- protect the property from further damage, make reasonable and necessary repairs to protect the property and keep records of the cost of these repairs;
- promptly separate the damaged and undamaged personal property. Give us a detailed list of the damaged property, showing the quantities, when and where acquired, original cost, current value and the amount of loss claimed;
- as often as we reasonably require:
  - show us the damaged property before permanent repairs or replacement is made;
  - provide us with records and documents we request and permit us to make copies; and
  - let us record your statements and submit to examinations under oath by any person named by us, while not in the presence of any other insured, and sign the transcript of the statements and examinations;
- submit to us, within 60 days after we request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
  - the date, time, location and cause of loss;
  - the interest you and others have in the property, including any encumbrances;
  - the actual cash value and amount of loss of each item damaged or destroyed;
  - other insurance that may cover the loss;
  - changes in title, use, occupancy or possession of the property during the policy period;
  - the plans and specifications of any damaged dwelling or structure we may request;
  - detailed estimates for repair of the damage;
  - receipts for any increased costs to maintain your standard of living while you reside elsewhere; and records pertaining to any loss of rental income; and
  - evidence supporting a claim under the Credit/Debit Card, Forgery and Counterfeit Money protection. This should state the cause and amount of loss.

**LIABILITY COVERAGES - SECTION II****COVERAGE D - PERSONAL LIABILITY COVERAGE**

We will pay, up to our limit, compensatory damages for which any

insured is legally liable because of bodily injury or property damage caused by an occurrence covered by this policy.

**Defense Provision.**

If a suit is brought against any insured for damages because of **bodily injury or property damage** caused by an occurrence to which this policy applies, we will provide a defense at our expense by counsel of our choice. We will defend any suit or settle any claim for damages payable under this policy as we think proper.

**OUR OBLIGATION TO DEFEND ANY CLAIM OR SUIT ENDS WHEN THE AMOUNT WE HAVE OFFERED OR PAID FOR DAMAGES RESULTING FROM THE OCCURRENCE EQUALS OUR LIMIT.**

**COVERAGE E - MEDICAL EXPENSE COVERAGE**

We will pay the **medical expenses** which are incurred or medically ascertained within three years from the date of an accident causing **bodily injury** covered by this policy. This coverage applies only:

- 1 to a person on the insured premises with the permission of any insured; or
2. to a person away from the insured premises if the **bodily injury**:
  - a. arises out of a condition on the insured premises or the ways immediately adjoining;
  - b. is caused by the activities of any insured;
  - c. is caused by a person while performing duties as a **domestic employee** of any insured;
  - d. is caused by an animal owned by or in the care of any insured; or
  - e. is suffered by a **domestic employee** in the course of employment by any insured.

**SUPPLEMENTARY COVERAGES - SECTION II**

We will pay the following in addition to the limits. All terms of this policy remain unchanged, except where modified by the **Supplementary Coverage**.

**1. Claim and Defense Expenses.** We will pay the expenses described below for a claim or suit we are obligated to defend under the **Personal Liability Coverage**:

- a. all expenses we incur and costs taxed against any insured;
- b. premiums on bonds required in any suit we defend, but not for bond amounts more than our limit. We need not apply for or furnish any bond;
- c. reasonable expenses (other than loss of earnings) any insured incurs at our request;
- d. any insured's loss of earnings (but not loss of other income) up to \$200 per day, to attend trials or hearings at our request;
- e. prejudgment interest awarded against any insured on the part of the judgment that we are obligated to pay. However, we will not pay any such interest which accrues after such time that we make an offer to pay our limit;
- f. interest accruing on our share of the amount of any judgment between the time the judgment is entered and the time we pay or tender or deposit in court that part of the judgment which does not exceed our limit.

**2. Damage to Property of Others.** We will pay up to \$1,000 per occurrence for property damage to property of others caused by any insured, even if not negligent or legally liable.

At our option, we will either:

- a. pay the actual cash value of the property; or
- b. repair or replace the property with other property of like kind and quality.

We will not pay for property damage:

- a. to the extent of any amount recoverable under Section I of this policy;
- b. caused intentionally by any insured who has attained the age of 13;
- c. to property, other than a rented golf cart, owned by or rented to any insured, a tenant of any insured or a resident in your household; or
- d. resulting from:

(1) business pursuits;

(2) any act or omission in connection with premises owned, rented or controlled by any insured, other than an insured premises; or

(3) the ownership, maintenance or use of a land motor vehicle, aircraft, watercraft or iceboat.

**3. Emergency First Aid.** We will pay reasonable expenses incurred by any insured for first aid to persons, other than insureds, at the time of the accident, for bodily harm covered under this policy.

**4. Loss Assessments.** We will cover an amount up to \$1000 for your share of special loss assessments charged during the policy period and levied against you by a corporation or association of property owners in accordance with the governing rules of the association, when the assessment is made as a result of:

- a. each occurrence to which Section II of this policy would apply; or
- b. damages which the association may be obligated to pay because of any personal injury arising out of:
  - (1) false arrest, detention or imprisonment;
  - (2) malicious prosecution;
  - (3) libel, slander, humiliation or defamation of character;
  - (4) invasion of privacy, wrongful eviction or wrongful entry.

This \$1000 limit is the most we will pay for any one loss, regardless of the number of assessments.

This coverage applies only to loss assessments charged against you as owner or tenant of the insured premises.

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

**Section II - Coverage D - Personal Liability Exclusion 2**, does not apply to this coverage.

In the event of an assessment, this coverage is subject to all other terms of this policy. This coverage is excess insurance over any insurance collectible under any policy or policies covering the association of property owners.

**EXCLUSIONS - SECTION II**

- 2. Acts or Omissions.** We will not cover **bodily injury** or property damage arising out of any act or omission of any insured as an officer or member of the board of directors of any corporation, municipality, political unit or other organization, except the acts of an unpaid volunteer director, officer or trustee of a religious, charitable or civic non-profit organization. An elected, public official does not qualify as an unpaid volunteer director, officer or trustee.

**Coverage D - Personal Liability and Coverage E - Medical Expense** do not apply to:

- 1. Abuse.** We will not cover **bodily injury** or property damage for any insured who participates in, acquiesces to or in any way directs any act of sexual molestation or contact, corporal punishment, or physical or mental abuse of a sexual nature.

3. **Aircraft.**

- a. We will not cover bodily injury or property damage arising out of the ownership, supervision, entrustment, maintenance, operation, use, loading or unloading of any type of aircraft, glider, balloon, parachute or other air conveyance and their facilities. We do cover model aircraft not used or designed for transporting cargo or persons. This exclusion does not apply to bodily injury to any domestic employee arising out of and in the course of employment by any insured.
- b. We will not cover bodily injury or property damage arising out of any vicarious parental liability, whether or not statutorily imposed by law, for the actions of a child or minor regarding any type of aircraft described in a. above.

4. **Business.** We will not cover bodily injury or property damage arising out of business pursuits or the rental or holding for rental of any part of any premises except:
 

- a. activities which are normally considered non-business;
- b. the rental or holding for rental of an insured premise:
  - (1) on an occasional basis if used only as a residence;
  - (2) in part, for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
  - (3) in part, as an office, school, studio or private garage;
- c. the additional premises of a one or two family dwelling when specifically insured under Option 7 - Additional Premises Coverage; or
- d. the occasional or part-time business activities of any self-employed insured under 19 years of age.

 This exclusion does not apply to bodily injury to any domestic employee arising out of and in the course of employment by any insured.

5. **Communicable Disease.** We will not cover bodily injury arising out of the actual or alleged transmission of a communicable disease.

6. **Controlled Substances.** We will not cover bodily injury or property damage arising out of the use, sale, manufacture, delivery, transfer, possession or administration of a controlled substance(s) as defined by 21 U.S.C.A. Sections 811 and 812. Controlled substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

7. **Employees.** We will not cover bodily injury to any employee (other than a domestic employee) of any insured arising out of and in the course of their employment by any insured.

8. **Illegal Consumption of Alcohol.** We will not cover bodily injury or property damage arising out of the insured's knowingly permitting or failing to take action to prevent the illegal consumption of alcohol beverages by an underage person.

9. **Imputed Liability.** We will not cover bodily injury or property damage arising out of any liability imputed to any insured which is otherwise excluded in this policy.

10. **Intentional Injury.** We will not cover bodily injury or property damage caused intentionally by or at the direction of any insured even if the actual bodily injury or property damage is different than that which was expected or intended from the standpoint of any insured.

11. **Intra-Insured Suits.** We will not cover bodily injury to any insured.

12. **Nuclear Energy.** We will not cover a nuclear energy occurrence for which any insured under this policy:
 

- a. is also an insured under a nuclear energy liability policy; or
- b. would be an insured under that policy but for the exhaustion of its limit.

13. **Pollution Damage.** We will not cover bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry, migration, ingestion, inhalation or absorption of pollutants from any source.
   
We will not pay for any loss, cost, expense, fine or penalty to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or dispose of pollutants, whether or not such actions are done voluntarily or at the direction, request or demand of any governmental body or agency, any other authority, person or organization, or as a result of any suit.

14. **Premises Owned, Rented or Controlled.** We will not cover bodily injury or property damage arising out of any act or omission occurring on or in connection with any premises owned, rented or controlled by any insured other than an insured premises.
   
This exclusion does not apply to bodily injury to any domestic employee arising out of and in the course of employment by any insured.

15. **Professional Liability.** We will not cover bodily injury or property damage arising out of the rendering or failing to render professional services.

16. **Vehicles.**

- a. We will not cover bodily injury or property damage arising out of the ownership, supervision, entrustment, maintenance, operation, use, loading or unloading of any type of motor vehicle, motorized land conveyance or trailer, except:
   
We will provide specific coverage on only the following types owned or operated by or rented or loaned to any insured:
  - (1) a motor vehicle or motorized land conveyance which is not subject to motor vehicle registration and is:
    - (a) used for the service of the insured residence;
    - (b) designed to assist the handicapped; or
    - (c) kept in dead storage on the insured premises;
  - (2) a motorized golf cart while used for golfing purposes on a golf course;
  - (3) a motorized land conveyance including a motorized bicycle, tricycle or similar type of equipment designed principally for recreational use off public roads, which is not subject to motor vehicle registration and is:
    - (a) not owned or leased by an insured; or
    - (b) owned or leased by an insured and while on the insured premises;
  - (4) a trailer of the boat, camp, home or utility type when not attached to or towed by, or carried on a motor vehicle or motorized land conveyance.
 This exclusion does not apply to bodily injury to any domestic employee arising out of and in the course of employment by any insured.
- b. We will not cover bodily injury or property damage arising out of any vicarious parental liability, whether or not statutorily imposed by law, for the actions of a child or minor regarding any type of vehicle described in a. above.

17. **Violation of Law.** We will not cover bodily injury or property damage arising out of:
 

- a. violation of any criminal law for which any insured is convicted;
- b. violation of any building or housing code for which any insured is convicted; or
- c. violation of any criminal law for which any insured is not convicted due to mental incapacity.

18. **War.** We will not cover any occurrence due to:

- war, including undeclared war;
- civil war, insurrection, rebellion or revolution; or
- warlike act by a military force or military personnel, destruction or seizure or use for a military purpose; and including any consequence of any of these.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

19. **Watercraft.**

- We will not cover bodily injury or property damage arising out of the ownership, supervision, entrustment, maintenance, operation, use, loading or unloading of a watercraft:

  - with inboard or inboard-outdrive motor power owned by any insured;
  - with inboard or inboard-outdrive motor power of more than 50 horsepower rented to any insured;
  - that is a sailing vessel, with or without auxiliary power, 26 feet or more in length owned by or rented to any insured;
  - that is an iceboat, airboat, air cushion or similar type of craft; or
  - powered by one or more outboard motors with more than 50 total horsepower, owned by any insured.

This exclusion does not apply while such crafts are stored on the insured premises nor to bodily injury to any domestic employee arising out of and in the course of employment by any insured.

b. We will not cover bodily injury or property damage arising out of any vicarious parental liability, whether or not statutorily imposed by law, for the actions of a child or minor regarding any type of watercraft described in a. above.

20. **Workers Compensation.** We will not cover any obligation of the insured under a workers compensation, disability benefits, unemployment compensation law or any other similar law.

**Coverage D - Personal Liability** does not apply to:

- Contractual Liability.** We will not cover personal liability under any contract or agreement.

## CONDITIONS - SECTION II

The following conditions apply to all of Section II of this policy.

- Bankruptcy of any Insured.** Bankruptcy or insolvency of any insured will not relieve us of our obligations under this policy.
- Limit of Liability.** Regardless of the number of insureds, claims made or persons injured, our total liability under Coverage D - Personal Liability for all damages resulting from any one occurrence will not exceed the Coverage D - Personal Liability limit stated in the Declarations.

All bodily injury and property damage resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one occurrence.

Our total liability under Coverage E for all medical expenses payable for bodily injury to one person as the result of one accident will not exceed the Coverage E limit stated in the Declarations.

- No Admission of Liability With Medical Expense Coverage.** Payment under this coverage is not an admission of liability by any insured or us.

This exclusion does not apply to written contracts:

- directly relating to the ownership, maintenance or use of the insured premises not excluded in 2 below or elsewhere in this policy; or
- in which the insured assumes the liability of others prior to the occurrence.

- Loss Assessments.** We will not cover personal liability for your share of any loss assessment charged against all members of a corporation or association of property owners other than as provided by Supplementary Coverages - Section II, under Loss Assessments.
- Property Owned or Controlled.** We will not cover property damage to:
  - property owned by any insured;
  - property borrowed, used or occupied by, rented to or in the care of any insured; or
  - property owned by a corporation or association of property owners of which any insured is a member.

We will, if any insured is legally obligated, pay for property damage to item b above caused by fire, smoke or explosion.
- Punitive Damages.** We will not cover punitive or exemplary damages.

**Coverage E - Medical Expense** does not apply to:

- Domestic Employees.** We will not cover bodily injury to a domestic employee if it occurs off the insured premises and does not arise out of or in the course of the domestic employee's employment by any insured.
- Nuclear Hazard.** We will not cover bodily injury from any nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- Residents.** We will not cover bodily injury to any insured or other person, other than a domestic employee, regularly residing on any part of the insured premises.

- Other Insurance - Coverage D - Personal Liability.** This insurance is excess over any other collectible insurance. However, if the other insurance is specifically written as excess insurance over this policy, the limits of this policy apply first.
- Severability of Insurance.** This insurance applies separately to each insured. This condition will not increase our limit for any one occurrence.
- Suit Against Us.** No legal action can be brought against us:
  - unless there has been full compliance with all the terms of this policy; and
  - until the obligation of any insured has been determined by final judgment or by agreement signed by us.

No person or organization has the right to join us as a party to any legal action against any insured.
- What You Must Do In Case of Loss.** In the event of an accident or occurrence which this insurance may cover, you and any person claiming coverage under this policy must:
  - give prompt notice to us or our agent, including:
    - the identity of the policy and insured;
    - the time, place and circumstances of the accident or occurrence;

- (3) names and addresses of any claimants and witnesses; and
- (4) as often as we reasonably require, let us record your statements and submit to examinations under oath by any person named by us, while not in the presence of any insured, and sign the transcript of the statements and examinations;
- b. promptly forward to us any notice, demand or legal paper relating to the accident or occurrence;
- c. at our request, assist us in:
  - (1) making settlement;
  - (2) enforcing any right of contribution or indemnity against any person or organization who may be liable to any insured; and
  - (3) any matter relating to a claim or suit;

- d. under the Damage to Property of Others coverage, give us a sworn statement of the loss. This must be made within 60 days after our request. Also, be prepared to show us any damaged property under any insured's control;
- e. not voluntarily make any payment, nor assume any obligation or incur expenses except for Emergency First Aid, except at your own cost.

Under Coverage E - Medical Expense, the injured person or someone acting on their behalf will:

- a. give us prompt written proof of claim, under oath if required;
- b. authorize us to obtain copies of medical reports and records; and
- c. permit doctors we select to examine the injured person when we may reasonably require.

## GENERAL CONDITIONS

Unless otherwise noted, the following conditions apply to all sections of this policy.

1. **Assignment.** Assignment of this policy will not be valid unless we give our written consent.
2. **Cancelation.**
  - a. You may cancel this policy at any time by returning it to us or advising us of the current or future date when it should be canceled.
  - b. We may cancel this policy by notifying you in writing of the date cancellation takes effect and the reason for cancellation. This cancellation notice will be mailed to you at the mailing address last known to us. A postal service certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date on the certificate. Cancellation by us may only be for the following reasons:
    - (1) When you have not paid the premium, whether payable to us or to our agent or under any finance or credit plan, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect.
    - (2) When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason other than nonpayment by notifying you at least 60 days before the date cancellation takes effect.
    - (3) When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel:
      - (a) if the policy was obtained through a material misrepresentation;
      - (b) if any insured has submitted a fraudulent claim;
      - (c) if any insured has violated any of the terms or conditions of the policy;
      - (d) if the risk originally accepted has substantially increased;
      - (e) upon certification to the Director of Insurance of loss of reinsurance by us which provided coverage to us for all or a substantial part of the underlying risk insured; or
      - (f) upon determination by the Director of Insurance that the continuation of this policy could place us in violation of the insurance laws of the state of Nebraska.
    - This can be done by notifying you at least 60 days before the date cancellation takes effect.
  - c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.
  - d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.
3. **Concealment or Fraud.** With respect to all insureds, this entire policy is void if:
  - a. Any person claiming any coverage of this policy has:
    - (1) intentionally concealed or misrepresented any material fact or circumstance concerning this insurance; or
    - (2) engaged in fraudulent conduct concerning this insurance; and
  - b. Such misrepresentation, concealment or conduct deceives us to our injury, exists at the time of loss and contributes to the loss.
4. **Conformity to State Law.** If any part of this policy is contrary to a law of the state in which the described property is located, we agree to alter that part of our policy and make it conform with that state law. However, all other parts of this policy will remain in force and unaltered.
5. **Cooperation.** You must cooperate with us in performing all acts required by this policy.
6. **Inspection.** We are permitted but not obligated to inspect your property and operations. Our inspection or any resulting advice or report does not warrant that your property or operations are safe or healthful or are in compliance with any law, rule or regulation.
7. **Liberalization Clause.** Forms or endorsements may be revised during the policy period. If any coverage is broadened under this policy without additional premium, the broadened coverage will apply.
8. **Membership, Voting, Annual Meeting and Participation.** You are a member of the American Family Mutual Insurance Company of Madison, Wisconsin, and are entitled to one vote either in person or by proxy at its meetings. The Annual Meetings are held at its Home Office in Madison, Wisconsin, on the first Tuesday of March at 2:00 P.M. Notice printed in this policy will be your notification of the time and place. If any dividends are distributed, you will share in them according to law and under conditions set by the Board of Directors.
9. **Non-Renewal.** We may elect not to renew this policy. We may do so by mailing to you at the mailing address last known to us, written notice including our reason for refusing to renew, at least 60 days before the expiration date of this policy. A postal service certificate of mailing will be sufficient proof of receipt of notice on the third calendar day after the date on the certificate.
10. **Option and Endorsement Changes.** Any option or endorsement made a part of this policy, whether at the time of issue or during the policy period, amends the terms of this policy. Where the policy terms differ from similar terms in any option or endorsement, the terms of that option or endorsement will prevail.

**11 Policy Non-Assessable.** This policy is non-assessable.

**12. Policy Period, Renewal of Coverage, Premiums and Changes.** Insurance begins and ends at 12:01 A.M. Standard Time at the location of the property described and on the dates shown in the Declarations.

This policy may be continued for successive policy periods by payment of the required premium on or before the effective date of each renewal period. If the premium is not paid when due, this policy expires at the end of the last policy period for which the premium was paid.

The premium for each policy period will be based on our current manuals. This premium is determined by information in our possession at the inception of each policy period. Any changes in this information during that policy period which would affect the rating of your policy, will allow us to make an additional charge or refund on a pro rata basis. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

You are responsible for the payment of all premiums and will be the payee for any return premiums we pay.

If this policy form or any endorsement attached is revised, we may substitute or add, at any anniversary date, forms or endorsements which are authorized for use on this policy in accordance with our manual rules in effect at the time.

As to only the interest of a lienholder or mortgagee declared in this policy, this insurance will terminate only if we give such lienholder or mortgagee at least 10 days written notice of termination.

If this policy replaces coverage in other policies terminating at 12:00 Noon Standard Time on the inception date of this policy, this policy will be effective at 12:00 Noon Standard Time instead of at 12:01 A.M. Standard Time.

**13. Subrogation.** An insured may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an insured must sign and deliver all related papers and cooperate with us.

Where prohibited by law, subrogation does not apply under Section II to Medical Expense Coverage or Damage to Property of Others.

**14. Waiver or Change of Policy Provisions.** You are authorized to request changes in this policy, on behalf of all insureds, if we agree to those changes. A provision of this policy is waived or changed only if we put it in writing.

Our request for arbitration or examination does not waive our rights.

## ADDITIONAL PROTECTION YOU MAY BUY

Each option you choose and for which you pay an additional premium, where applicable, applies only as indicated and will be identified in the Declarations.

These coverages are subject to all terms of this policy, except where modified by the option chosen.

### OPTION 1 - EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE.

We will cover direct loss caused by earthquake or volcanic eruption to property described in Coverage A - Dwelling and Dwelling Extension and Coverage B - Personal Property and covered by this policy. This Volcanic Eruption Coverage replaces the peril Volcanic Eruption.

1. One or more earthquake shocks that occur within a 72-hour period will constitute a single earthquake.
2. One or more volcanic eruptions that occur within a 72-hour period will constitute a single volcanic eruption.

#### Special Deductible

The following is the only deductible that applies to each loss caused by earthquake or volcanic eruption:

We will pay only that part of the loss over \_\_\_\_\_ percent (shown in the Declarations) of the total amount of insurance that applies to the destroyed or damaged property. This deductible will apply separately to loss under Coverage A - Dwelling and Dwelling Extension, and Coverage B - Personal Property. If the limit on certain property is increased by endorsement and the property is destroyed or damaged, the new total limit will be used in calculating and applying this deductible. The total deductible amount will not be less than \$250 in any one loss.

#### Special Exclusions

1. We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.
2. We do not cover loss to exterior masonry veneer when rated as frame. In these situations, the value of exterior veneer will be deducted before applying the deductible clause. For the purpose of this exclusion, stucco will not be considered masonry veneer.

This coverage does not increase the limits stated in this policy.

### OPTION 2 - EXTENDED COVERAGE ON JEWELRY, WATCHES AND FURS.

Jewelry, watches, precious and semi-precious stones, gems and furs will be insured for risks of accidental direct physical loss or damage, subject to the following additional exclusions and limitations:

1. The insurance provided by this coverage applies instead of and not in addition to that provided in Coverage B - Personal Property;
2. Our limit for any covered loss will be \$1500 on any one article, \$2500 in the aggregate;
3. We do not cover loss or damage caused by mechanical or electrical breakdown, wear and tear, gradual deterioration, insects, vermin or inherent vice;
4. If any property covered consists of two or more parts, we will only be liable for the value of the part lost or damaged. The Loss to a Pair or Set condition under Conditions - Section I does not apply to loss under this Option.

Any deductible shown in the Declarations also applies to loss under this coverage.

**OPTION 3 - HOME DAY CARE.**

(Applies only to the described premises.)

The Section II Coverages are extended to cover an insured who provides home day care. The definition of insured premises is amended to include that part of the premises occupied for home day care. Section II Exclusion 4 Business is amended to add:

- e. home day care service regularly provided by an insured on the insured premises for which an insured receives monetary or other compensation.

This coverage does not apply to bodily injury or property damage arising out of the supervision, entrustment, maintenance, use, loading or unloading of:

- (1) saddle animals and vehicles for use with them;
- (2) any type of aircraft, glider, balloon, parachute or other air conveyance;
- (3) any type of motor vehicle or motorized land conveyance; or
- (4) watercraft of all types;

owned, operated, or hired by or for the insured or employee or used by the insured for the purpose of instruction in their use.

**OPTION 4 - EXTENDED WATERCRAFT LIABILITY AND MEDICAL EXPENSE COVERAGE.**

The Section II Coverages are extended to cover the watercraft powered by outboard motor(s), owned by an insured and described in the Declarations.

Exclusion 19a(5) does not apply to such described watercraft.

**OPTION 5 - OFFICE, SCHOOL OR STUDIO USE.**

(Applies only to the occupancy by the insured as shown in the Declarations or Additional Protection Schedule Endorsement.)

- 1 Section I: Coverage B - Personal Property is extended for up to an additional \$5000 to cover business personal property of this described incidental occupancy. This includes equipment, supplies, stock of merchandise in storage and furnishings usual to the described occupancy while such property is on the insured premises.

Any deductible shown in the Declarations also applies to loss under this coverage.

2. Section II: The insured premises will not be considered business property because an insured occupies a part of it as an incidental office, school or studio as described. Section II Exclusion 4 Business is amended to add:

e. business pursuits of an insured which are necessary or incidental to the use of the insured premises as the described office, school or studio.

**OPTION 6 - BUSINESS PURSUITS.**

The Section II Coverages are extended to cover the business pursuits of an insured who is a clerical office employee, salesperson, collector, messenger or teacher as described in the Declarations or Additional Protection Schedule Endorsement. This coverage does not apply:

1. to bodily injury or property damage arising out of the business pursuits of an insured in connection with a business owned or financially controlled by such insured or by a partnership or joint venture of which such insured is a partner or member;
2. to bodily injury or property damage arising out of the rendering or failing to render professional services (other than teaching);
3. to bodily injury to a fellow employee of an insured injured in the course of employment;
4. when the insured is a member of the faculty or teaching staff of any school or college to bodily injury or property damage

arising out of the supervision, entrustment, maintenance, use, loading or unloading of:

- a. saddle animals and vehicles for use with them;
- b. any type of aircraft, glider, balloon, parachute or other air conveyance;
- c. any type of motor vehicle or motorized land conveyance; or
- d. watercraft of all types;

owned, operated, or hired by or for the insured or employer or used by the insured for the purpose of instruction in their use.

**OPTION 7 - ADDITIONAL PREMISES COVERAGE.**

The Section II Coverages are extended to cover the one or two family dwelling(s) shown in the Declarations or Additional Protection Schedule Endorsement. Item b in the definition of insured premises is amended to include such premises.

**OPTION 12 - NAMED ADDITIONAL INSURED(S).**

The definition of insured in this policy includes the person or organization named as an additional insured in the Declarations or Additional Protection Schedule Endorsement with respect to:

- 1 Section I: Coverage A - Dwelling and Dwelling Extension;
- 2 Section II: Coverage D - Personal Liability and Coverage E - Medical Expense but only with respect to ownership, maintenance or use of the insured premises.

The interest of the named additional insured(s) will be terminated only if we give such additional insured at least 10 days written notice of termination.

This option applies only with respect to the location shown in the Declarations or Additional Protection Schedule Endorsement.

**OPTION 13 - OTHER STRUCTURES.**

Our limit for covered other structures under Coverage A - Dwelling Extension is amended to include the additional limit(s) shown in the Declarations or Additional Protection Schedule Endorsement.

**OPTION 14 - PERSONAL PROPERTY REPLACEMENT COVERAGE.**

We will pay the cost of repair or replacement of property listed below and owned by an insured, without deducting for depreciation.

1. This coverage applies to:
  - a. awnings;
  - b. carpeting;
  - c. household appliances;
  - d. outdoor antennas;
  - e. other structures covered under the Dwelling Extension that are not buildings and buildings without a permanent foundation;
  - f. personal property under Coverage B - Personal Property and not excluded below.
2. This coverage does not apply to:
  - a. business property and property of others, on or off the described premises;
  - b. records, films, tapes or other magnetic recordings;
  - c. paintings, etchings, pictures, tapestries, statuary, articles made of marble, bronzes, antiques, rare books and papers, porcelains, rare glassware or any other property which because of its inherent nature, cannot be replaced with new property;
  - d. property whose age or history contributes substantially to its value including, but not limited to, memorabilia, souvenirs and collectors items;
  - e. property which because of age or condition has become obsolete or unusable for its originally intended purpose;
  - f. land motor vehicle equipment and accessories for vehicles you no longer own;
  - g. property not maintained in good or workable condition;
  - h. property that is outdated or obsolete and is stored or not being used.

3. **Loss Value Determination.** The Loss Value Determination condition in Conditions - Section I is amended to add the following as item a(2):

a. (2) Loss to covered property covered by Option 14 - Personal Property Replacement Coverage will be settled subject to the following:  
 We will pay the cost of repair or replacement but not exceeding the smallest of:

- (a) the actual cash value at the time of loss up to the limit applying to the property, if the property is not actually repaired or replaced;
- (b) the amount actually and necessarily spent for the replacement of an item with a similar item of like kind and quality at the time of loss;
- (c) the amount actually and necessarily spent for repair or restoration;
- (d) any policy limit which applies.

The following procedure applies to loss to covered property under this option:

**Procedures to Claim Replacement Coverage.**

If you receive an actual cash value settlement for damaged or stolen property covered by replacement coverage and

you have not reached your limit, you may make a further claim under this condition for any additional payment on a replacement cost basis provided:

- (1) you notify us within 180 days after the loss of your decision to repair or replace the damaged or stolen property; and
- (2) repair or replacement is completed within one year of the date of loss.

**OPTION 16 - PREMISES ALARM OR FIRE PROTECTION SPRINKLER SYSTEM.**

For a premium credit, we acknowledge the installation of an alarm system and/or an automatic fire protection sprinkler system approved by us on the insured premises. You agree to maintain the system(s) in working order and to notify us promptly of any changes made to or removal of the system(s).

IN WITNESS WHEREOF, this policy is signed at Madison, Wisconsin, on our behalf by our President and Secretary. If required by statute, it is countersigned on the Declarations page by our authorized representative.



President



Secretary

This is not a complete and valid contract without an accompanying DECLARATIONS PAGE.

## GOLD STAR HOMEOWNERS AMENDATORY ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Gold Star Homeowners Amendatory Endorsement previously a part of this policy.

This policy is amended as follows:

### SUPPLEMENTARY COVERAGES - SECTION I

The Supplementary Coverage of Increased Building Replacement Coverage is deleted and replaced by:

**Increased Building Limit Coverage.** We will settle covered losses to the dwelling under Coverage A - Dwelling and to detached garage(s) under Dwelling Extension at replacement cost up to a maximum of 120% of the limit applying to the damaged building, subject to the following provisions:

- a. You have insured your dwelling and detached garage(s) to a minimum of 100% of their replacement cost as estimated by our residential building cost guide.
- b. You have notified us within 90 days of the start of any new detached garage valued at \$5,000 or more or any additions to or remodeling of a dwelling or detached garage which increase their replacement cost value by \$5,000 or more. If you fail to notify us within 90 days, our payment will not exceed the limit applying to the building, as outlined in Conditions - Section I, under Loss Value Determination (shown below).
- c. You have paid any additional premium due for the increase in value.

The Increased Building Limit Coverage only applies to dwellings and detached garage(s) that are repaired or replaced after a covered loss. This coverage does not apply to dwellings or detached garage(s) under construction until completed and occupied.

### CONDITIONS - SECTION I

The Loss Value Determination condition is deleted and replaced by:

**Loss Value Determination.**

- a. **Personal Property, Structures, Awnings, Carpeting, Household Appliances and Outdoor Antennas.**

(1) Loss to covered property not covered by Option 14 - Personal Property Replacement Coverage will be settled subject to the following:

We will pay the smaller of:

- (a) the actual cash value at the time of loss but not more than the cost to repair or replace the damaged property with property of like kind and quality; or
- (b) any policy limit which applies.

(2) Loss to covered property covered by Option 14 - Personal Property Replacement Coverage will be settled as provided under Option 14 - Personal Property Replacement Coverage.

- b. **Buildings Which Have a Permanent Foundation and Roof Insured at 100% of Replacement Cost.**

Buildings insured at 100% of replacement cost will be settled at replacement cost, subject to the following:

(1) **Replacement Cost.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I applies, we will pay the cost to repair the damaged portion or replace the damaged building, provided repairs to the damaged portion or replacement of the damaged building are completed, but not exceeding the smallest of:

- (a) the cost to replace the damaged building with like construction for similar use on the same premises;
- (b) the amount actually and necessarily spent for repair of the damaged portion or replacement of the damaged building; or
- (c) 120% of the limit applying to the damaged building.

(2) **Actual Cash Value.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I applies and the building is not repaired or replaced, we will pay the actual cash value at the time of loss of the damaged portion of the building up to the limit applying to the building.

- c. **Buildings Which Have a Permanent Foundation and Roof Insured for Less than 100% of Replacement Cost.**

Buildings insured for less than 100% of replacement cost will be settled, subject to the following:

(1) **Replacement Cost.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I does not apply, we will pay the cost to repair the damaged portion or replace the damaged building, provided repairs to the damaged portion or replacement of the damaged building are completed, but not exceeding the smallest of:

- (a) the cost to replace the damaged building with like construction for similar use on the same premises;
- (b) the amount actually and necessarily spent for repair of the damaged portion or replacement of the damaged building; or
- (c) the limit applying to the damaged building.

**(2) Actual Cash Value.**

If at the time of loss, the Increased Building Limit Coverage as provided under the Supplementary Coverages - Section I does not apply and the building is not repaired or replaced, we will pay the actual cash value at the time of loss of the damaged portion of the building up to the limit applying to the building.

**d. Procedures to Claim Replacement Coverage.**

If you receive an actual cash value settlement for damaged property covered by replacement coverage and you have not reached your limit, you may make a further claim under this condition for replacement cost, provided repairs to the damaged portion or replacement of the damaged building are completed within one year of the date of loss.

The following condition is added:

**Estimated Replacement Cost.** Our residential building cost guide may be used to develop an estimated replacement cost based on general information about your dwelling. It is developed from researched costs of construction materials and labor rates. This is the minimum amount for which to insure your dwelling. The actual cost to replace your dwelling may be different. We do not guarantee that this figure will represent the actual cost to replace your dwelling. You are responsible for selecting the appropriate amount of coverage. You may wish to obtain a detailed replacement cost appraisal or estimate from a contractor. You may select a coverage amount equal to that appraised value or that cost of construction, if the amount is greater than the replacement cost as estimated by our residential building cost guide, and we agree to that amount.

All other terms remain unchanged.

**ENVIRONMENTAL/PERSONAL POLLUTION DAMAGE COVERAGE ENDORSEMENT**

This endorsement modifies such insurance as is afforded by this policy and replaces any Environmental/Personal Pollution Damage Coverage Endorsement previously a part of this policy.

This policy is amended as follows:

**LIABILITY COVERAGES - SECTION II****COVERAGE D - PERSONAL LIABILITY COVERAGE**

The **Defense Provision** provided under COVERAGE D - PERSONAL LIABILITY COVERAGE does not apply to coverage provided by this endorsement.

**SUPPLEMENTARY COVERAGES - SECTION II**

The SUPPLEMENTARY COVERAGES - SECTION II do not apply to coverage provided by this endorsement.

The following SUPPLEMENTARY COVERAGE is added:

We will pay expenses **you** incur for **bodily injury or property damage** which arises from **pollutants** and which is caused by any **insured**. We will pay without regard to negligence or legal liability. However, we will not pay more than \$20,000 in any 12 month policy period, nor more than \$10,000 for any one **occurrence**, regardless of the number of:

1. **Occurrences**;
2. **Insureds**;
3. Claims made or suits brought; or
4. Persons or organizations making claims or bringing suits.

**ADDITIONAL EXCLUSION**

The following additional exclusion is added:

With respect to the Supplementary Coverage identified above, we will not cover any loss which arises from **pollutants** for any **occurrence** arising out of activities covered by the following options or endorsements:

1. Option 3 - Home Day Care
2. Option 5 - Office, School or Studio Use
3. Option 6 - **Business Pursuits**
4. Option 7 - Additional Premises Coverage
5. END. 506 - Farmland Rented to Others Endorsement

All other terms remain unchanged.

## FUNGI OR BACTERIA EXCLUSION ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Fungi or Bacteria Exclusion Endorsement previously a part of this policy

This policy is amended as follows:

### DEFINITIONS

The following definition is added:

**Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

### EXCLUSIONS - SECTION II

The following exclusion is added under **Coverage D - Personal Liability** and **Coverage E - Medical Expense** do not apply to:

**Fungi or Bacteria.** We will not cover **bodily injury or property damage**, arising out of or resulting from, in whole or in part, any actual, alleged or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of, any **fungi** or bacteria on or within a building or structure, including its contents. Such loss is excluded regardless of any other cause, event, material or product contributing concurrently or in any sequence to such injury or damage.

We will not pay for any loss, cost or expense to abate, test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of or in any way respond to, or assess the effects of **fungi** or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to **bodily injury or property damage** arising out of any **fungi** or bacteria that are, are on, or are contained in, a good or product intended for consumption.

All other terms remain unchanged.

**MISSOURI PROPERTY AND CASUALTY  
INSURANCE GUARANTY ASSOCIATION ENDORSEMENT**  
**KEEP WITH YOUR POLICY**

If **you** are a Missouri resident or have property permanently located in Missouri and have purchased property, casualty or liability insurance from any insurer licensed to do business in Missouri, **you** are protected in the event that the insurer becomes insolvent. This protection, subject to certain limits and exclusions, is provided by the Missouri Property and Casualty Insurance Guaranty Association (Association).

If **you** have a covered claim, the Association will pay:

- 1 up to **your** policy limits but not more than \$300,000:
  - a. for any claim in excess of \$100, including a claim for unearned premium up to \$10,000;
  - b. for all claims under all policies issued to **you** by the same insurer
- 2 the full amount of any covered claim arising out of a policy of Worker's Compensation insurance.

No claim will be considered a covered claim if the insured has a net worth of more than \$25,000,000 on the date the insurer became insolvent.

All other terms remain unchanged.

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**AMERICAN FAMILY MUTUAL INSURANCE COMPANY  
AMERICAN STANDARD INSURANCE COMPANY OF WISCONSIN  
MADISON, WISCONSIN**

## MISSOURI AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Missouri Amendatory Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

### DEFINITIONS

The following definitions are added:

**Actual Cash Value** means the amount it costs to repair or replace property with property of like kind and quality less depreciation for physical deterioration and obsolescence.

**Fungi** mean any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

The definition of **Limit** is deleted and replaced by the following:

**Limit** means the limit of liability or amount of insurance that applies for the coverage.

### SUPPLEMENTARY COVERAGES – SECTION I

The **Fungi, Wet or Dry Rot or Bacteria** Supplementary Coverage is deleted and replaced by the following:

**Fungi, Wet or Dry Rot or Bacteria.** Fungi or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than fungi or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. Fungi or bacteria must cause direct physical loss to property covered by this policy.

We will pay up to a total of \$10,000 for:

1. the reasonable and necessary costs for work actually performed to:
  - a. clean up, remove and dispose of fungi or bacteria from covered property;
  - b. repair, restore or replace covered property damaged by fungi or bacteria; and
  - c. test the air or property to confirm the absence, presence or level of fungi or bacteria only to the extent that there is a reason to believe that there is the presence of fungi or bacteria on the **insured premises**; and
2. a necessary increase in living expenses incurred by **you** so that your household can maintain its normal standard of living when a covered loss caused by fungi or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to fungi or bacteria.

The **Fungi or Bacteria** exclusion does not apply to this coverage.

When this policy is a HO-5 (Gold Star Special Deluxe Form) or a HO-6 (Condo-Unit Form 6), the following is added to Supplementary Coverages – Section I:

**Ordinance, Law or Regulation.** We will cover an amount up to 10% of the limit of liability that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance, law or regulation which requires or regulates:

1. the construction, demolition, remodeling, renovation or repair of that part of the covered building or other structure on the **insured premises** damaged by a Peril Insured Against; or
2. the demolition and reconstruction of the undamaged part of a covered building or other structure on the **insured premises**, when that building or other structure must be totally demolished because of damage by the Peril Insured Against to another part of that covered building or other structure.

This coverage includes any costs due to **Ordinance, Law or Regulation** you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property on the **insured premises** as stated above. This coverage does not apply unless **you** repair or rebuild **your** property at the present location.

We do not cover the loss in value to any covered building or other structure on the **insured premises** due to the requirements of any ordinance, law or regulation.

The **pollution** exclusion applies to this coverage whether or not actions are taken at the direction or request of any governmental body, agency or other jurisdiction or due to the requirements of any ordinance, law or regulation.

This coverage does not increase the **limit** applying to the damaged covered property.

## PERILS INSURED AGAINST - SECTION I

### **COVERAGE A - DWELLING AND DWELLING EXTENSION and COVERAGE A - REAL PROPERTY**

When this policy is a HO-5 (Gold Star Special Deluxe Form), HO-3 (Homeowners Special Form 3), CV-3 (Custom Value Homeowners Special Form 3) or a HO-6 (Condo-Unit Form 6), LOSSES NOT COVERED is deleted and replaced by the following:

#### **LOSSES NOT COVERED**

We do not cover loss to the property described in Coverage A resulting directly or indirectly from, or consisting of, or caused by one or more of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Losses excluded under EXCLUSIONS - SECTION I.
2. **Collapse**, other than as provided in Supplementary Coverages - Section I, under Collapse.
3. **Continuous or Repeated Seepage** or leakage of water or steam from within a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or from within a household appliance which occurs over a period of weeks, months or years.
4. **Freezing** of a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing while the residence is **vacant**, unoccupied or under construction, unless you have taken precaution to:
  - a. maintain heat in the building; or
  - b. shut off the water supply and drain the system and appliances of water
5. **Freezing, Thawing, Pressure or Weight of Water or Ice**, whether or not driven by wind, to:
  - a. a fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock; or
  - b. an outdoor swimming pool, outdoor sauna, outdoor whirlpool or hot tub, including filters, pipes, pumps and other related equipment.
6. **Other Causes of Loss**:
  - a. wear and tear, marring, scratching, deterioration;
  - b. inherent vice, latent or inherent defect, mechanical breakdown;
  - c. smog, rust, corrosion, frost, condensation, wet or dry rot;
  - d. smoke from agricultural smudging or industrial operations;
  - e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
  - f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, we cover loss caused by the water or steam. We also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

We do not cover loss to the system or appliance from which this water or steam escaped.

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

7. **Theft** in or from a dwelling while under construction, or of materials and supplies for use in the construction, until completed and occupied.
8. **Vandalism or Malicious Mischief** or breakage of glass and safety glazing if the dwelling has been **vacant** for more than 30 consecutive days immediately before the loss. A dwelling under construction is not considered **vacant**.

However, we do cover any resulting loss to property described in Coverage A - Dwelling and Dwelling Extension from items 2 through 8 above, not excluded or excepted in this policy.

However, we do cover any resulting loss to property described in Coverage A from items 2 through 8 above, not excluded or excepted in this policy.

When this policy includes the Gold Star Elite Endorsement, END. 585, LOSSES NOT COVERED - COVERAGE A AND COVERAGE B is amended as follows:

**Other Causes of Loss** is deleted and replaced by the following:

#### **Other Causes of Loss**:

- a. wear and tear, marring, scratching, deterioration;
- b. inherent vice, latent or inherent defect, mechanical breakdown;
- c. smog, rust, corrosion, frost, condensation, wet or dry rot;
- d. smoke from agricultural smudging or industrial operations;
- e. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings;
- f. birds, vermin, rodents, insects or domestic animals.

If any of these cause water or steam to escape from a plumbing, heating, air-conditioning or automatic fire protection sprinkler system or household appliance, we cover loss caused by the water or steam. We also cover the cost of tearing out and replacing any part of a building necessary to repair the system or appliance.

**We do not cover loss to the system or appliance from which this water or steam escaped.**

For the purposes of this provision, a plumbing system or household appliance does not include a roof drain, sump, sump pump, gutter, downspout, drain tile or attached equipment.

## EXCLUSIONS - SECTION I

### PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.**

is deleted and replaced by:

### PART A

The following exclusions apply to Coverage A - Dwelling and Dwelling Extension, Coverage B - Personal Property, Coverage C - Loss of Use and the Supplementary Coverages - Section I. **We do not insure for loss consisting of, or caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.**

**The Fungi, Wet or Dry Rot or Bacteria exclusion is deleted and replaced by the following:**

**Fungi or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of fungi or bacteria.

The following is added to the **Ordinance, Law or Regulation** exclusion:

This exclusion applies whether or not the property has been physically damaged or if the irritant or contaminant has a function with respect to your property or business.

The **Pollution** exclusion is deleted and replaced by:

**Pollution**, meaning any actual, alleged or threatened discharge, dispersal, release, escape, seepage, trespass, wrongful entry or migration of **pollutants** from any source. This exclusion applies whether or not the property has been physically damaged or if the irritant or contaminant has a function with respect to your property or business.

## CONDITIONS - SECTION I

The **Arbitration** condition is deleted and replaced by the following **Appraisal** condition:

**Appraisal.** If you and we fail to agree on the amount of damages as the result of a covered loss, either may demand that the **actual cash value** and the amount of the loss be set by appraisal. In this event, each party will choose a competent and disinterested appraiser within 20 days after receiving a written request from the other. The two appraisers will choose a competent and disinterested umpire. If they cannot agree on an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the **insured premises** is located. The appraisers will appraise the loss, stating separately **actual cash value** and loss to each item. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree within a reasonable time, they will submit their differences to the umpire. Written agreement signed by any two of these three will set the **actual cash value** and the amount of the loss. **We will pay our appraiser. You will pay your appraiser.** Other expenses and the compensation of the umpire will be paid equally by you and us.

When this policy is a HO-6 (CONDO-UNIT FORM 6), the following condition is deleted from **CONDITIONS - SECTION I**, Paragraph 7. **Loss Deductible**:

In the event of a covered loss to the **insured premises** that results in coverage under Coverage A - Real Property, and when, at the time of the loss, the corporation or association of property owners that governs the affairs of the **insured premises** has coverage in force with American Family Mutual Insurance Company on the building containing the unit insured under this policy, no deductible applies.

The **Loss Payment** condition is deleted and replaced by the following:

**Loss Payment.** We will adjust all losses with you. We will pay you unless some other party is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your property completed proof of loss and:

- we reach agreement with you;
- there is an entry of a final judgment; or
- there is a filing of an appraisal award with us.

The following is added to the **Loss Value Determination** condition:

Replacement cost coverage for a damaged building or other structure does not include any cost to repair or replace damaged property due to the requirements of any ordinance, law or regulation, unless specifically provided under this policy.

The following condition is added:

**Matching of Undamaged Property.** We will not pay to repair or replace undamaged property due to mismatch between undamaged material and new material used to repair or replace damaged material because of:

- a. texture, dimensional differences;
- b. color, fading, oxidation, weathering differences;
- c. wear and tear, marring, scratching, deterioration; or
- d. obsolescence or discontinuation.

We do not cover the loss in value to any property due to mismatch between undamaged material and new material used to repair or replace damaged material.

#### GENERAL CONDITIONS

The Waiver or Change of Policy Provisions condition is deleted and replaced by the following:

**Waiver or Change of Policy Provisions.** You are authorized to request changes in this policy, on behalf of all insureds, if we agree to those changes. A provision of this policy is waived or changed only if we put it in writing.

Our request for appraisal or examination does not waive our rights.

All other terms remain unchanged.

## OPTION 1 – EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE AMENDATORY HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Option 1 – Earthquake and Volcanic Eruption Coverage previously a part of this policy

### OPTION 1 – EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE

**We** insure direct physical loss caused by:

1. earthquake;
2. volcanic eruption; or
3. land shock waves or tremors before, during or after a volcanic eruption

to property described in Coverage A and B and covered by this policy. This Volcanic Eruption Coverage replaces any Volcanic Eruption peril included in this policy

#### **Additional Conditions**

1. One or more earthquake shocks or volcanic eruptions that occur within a 168-hour period are one loss.
2. This coverage does not increase the limits stated in this policy.

#### **Special Deductible**

We will pay only that part of a covered loss that exceeds the special deductible amounts. The deductible amounts are set by multiplying the deductible percentage shown on the Declarations by each of the applicable limits for coverages listed in

### EXCLUSIONS – SECTION I

To the extent that earthquake and volcanic eruption coverage is provided by this endorsement, we change the policy terms as follows:

In **PART A**, the **Earth Movement** Exclusion is deleted and replaced by:

**Earth Movement**, meaning any loss caused by, resulting from, aggravated by or contributed to by landslide; subsidence; sinkhole; erosion; mudflow; lahar; or earth sinking, rising, shifting, expanding or contracting.

This Exclusion applies, whether or not Earth Movement combines with water or rain. This Exclusion applies whether the loss is caused by natural, man-made or animal forces; and applies even if the loss event results in widespread damage. This Exclusion does not apply to loss caused by earthquake, including land shock waves or tremors before, during or after a volcanic eruption.

1., 2. and 3. below. This is the only deductible that applies to each loss covered by this option.

The deductible applies separately to:

1. Coverage A – Dwelling;
2. Coverage A – Dwelling Extension;
3. Coverage B – Personal Property.

The minimum deductible amount for any one covered loss under each coverage applicable will be \$250.

However, this special deductible does not apply to resulting loss when caused by:

1. fire;
2. explosion other than explosion of a volcano; or
3. breakage of glass that is part of a building.

#### **Special Exclusion**

We do not cover loss caused by any earthquake or volcanic eruption that occurs before this option is effective, nor for any loss caused by any earthquake or volcanic eruption that occurs after this option expires.

#### **EXCLUSIONS – SECTION I**

We do cover direct resulting loss when caused by:

- a. fire;
- b. explosion other than explosion of a volcano; or
- c. breakage of glass that is part of a building.

In **PART A**, the **Water Damage** Exclusion is deleted and replaced by:

**Water Damage** meaning:

- a. any water or water-borne material caused by, resulting from, aggravated by or contributed to by:
  - (1) flood of any nature; surface water; wave of any type or wave action of any type, including but not limited to tidal waves, storm surge, tsunami or seiche; overflow of any body of water; or

(2) any release, overflow, escape, breach or rising of water otherwise held, contained, controlled or diverted by a dam, levee, dike, canal or any type of water diversion or flood control device or any failure of a dam, levee, dike, canal or any other device or structure which retains, directs the flow of, or contains water; whether caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.

We do not cover spray from any of these, whether or not driven by wind. This exclusion applies whether the loss is caused by natural, man-made or animal forces. This exclusion applies even if the loss event results in widespread damage.

b. any water or water-borne material;

- (1) including any sewage from off the **insured premises** that enters through sewers or drains on the **insured premises**.
- (2) that enters into and overflows or accidentally discharges from within a sump pump, sump pump well or related components of a foundation drainage system; or
- (3)-below the surface of the ground. This includes water that exerts pressure on or flows, seeps or leaks through any part of a building or other structure, sidewalk, driveway or swimming pool.

We do cover direct loss that follows, caused by Fire or Explosion.

All other terms remain unchanged.